

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

DIANNA BURKINDINE

Plaintiff,

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

JFM09CV2414

V.

SEP 14 2009

CIVIL ACTION NO

I.C. SYSTEM, INC.

BY DEPUTY
AT BALTIMORE

Defendant.

SEPTEMBER 8, 2009

COMPLAINT

1. Plaintiff seeks relief pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692; Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act. § 14-204 et seq. ("MCDCA"); and the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.
2. The Court's jurisdiction is conferred by 15 U.S.C.1692k and 28 U.S.C. 1331 and 1367.
3. Plaintiff is a natural person who resides in Churchville, MD.
4. Plaintiff is a consumer within the FDCPA.
5. Defendant is a debt collector within the FDCPA.
6. Defendant is a collector within the MCDCA.
7. Defendant IC System, Inc. is a foreign corporation engaged in the business of collecting debts in the State of Maryland with a principal place of business located at 444 EAST HIGHWAY 96, P.O. BOX 64444, ST. PAUL, MN 55164-0444 and

is authorized to do business in Maryland. The principal purpose of Defendant business is the collection of debts and Defendant regularly attempts to collect debts alleged to be due another.

8. Defendant communicated with Plaintiff or others on or after one year before the date of this action, in connection with collection efforts with regard to Plaintiff's disputed personal debt.

9. The Plaintiff contacted the Defendant via telephone in an attempt to dispute a debt alleged by Defendant to be owed by Plaintiff.

10. The Defendant advised Plaintiff that she had no right to dispute the alleged debt owed. This statement is false misleading and deceptive in violation of §1692e and §1692g.

11. Defendant with knowledge that Plaintiff was represented by an attorney communicated directly with the Plaintiff in an attempt to collect a debt on or about August 12, 2009.

12. Defendant communicated directly with the plaintiff despite being previously sued in this same Court on substantially similar issues bearing docket number 1:08CV1191 (JFM).

13. Defendant attempted to collect a debt that it had previously settled and entered into a written release which included a confidentiality clause.

14. Defendant violated their own confidentiality clause and reported the alleged debt to the credit bureaus.

15. In the collection efforts, the Defendant violated the FDCPA; inter alia, section 1692c, e and g.

SECOND COUNT:

16. The allegations of the First Count are repeated and realleged as if fully set forth herein.

17. The Plaintiff previously filed suit against the Defendant for attempting to collect a debt that the Plaintiff did not owe and settled the case and signed a confidentiality agreement.

18. The Defendant subsequently reported Plaintiff's account to the Credit Bureaus.

19. The Defendant failed to report the Plaintiff's account was disputed.

20. Defendant willfully or negligently reported the settled and confidential debt to the Credit Bureaus in violation of the Fair Credit Reporting Act, 15 U.S.C. §1681s-2(a)(3).

21. Defendant willfully or negligently reported the settled and confidential debt to the Credit Bureaus, without note of the Plaintiff's dispute in violation of the Fair Credit Reporting Act, 15 U.S.C. §1681s-2(a)(3).

22. As a result of the above alleged FCRA violations, Plaintiff has suffered substantial actual damages in frustration, anger, humiliation, fee, embarrassment and other emotional and mental anguish.

23. As a result of these FCRA violations, defendant is liable to Plaintiff for statutory damages from pursuant to 15 U.S.C. 1681n(a)(2), and for attorneys fees and costs pursuant to 1681n and 1681o.

THIRD COUNT

24. The allegations of the First Count are repeated and realleged as if fully set forth herein.

25. Within three years prior to the date of this action Defendant has engaged in acts and practices as to Plaintiff in violation of the Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act § 14-204 et seq. ("MCDCA").

26. Defendant has committed unfair or deceptive acts or practices within the meaning of the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.

WHEREFORE Plaintiff respectfully requests this Court to:

1. Award plaintiff statutory damages pursuant to the FDCPA;
2. Award plaintiff statutory damages pursuant to the FCRA;
3. Award the plaintiff costs of suit and a reasonable attorney's fee.
4. Award such other and further relief as this Court may see fit.

THE PLAINTIFF

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